

BEFORE THE BOARD OF COUNTY COMMISSIONERS

LEWIS COUNTY, WASHINGTON

APPROVAL OF INTERLOCAL AGREEMENTS }  
BETWEEN LEWIS COUNTY AND THE }  
CITY OF NAPAVALINE, AND LEWIS COUNTY }  
DIKING DISTRICT #2 }

RESOLUTION NO. 09-321

WHEREAS, the Board of County Commissioners has reviewed Master Interlocal Agreements between Lewis County, Washington, and the City of Napavine and Lewis County Diking District #2 (Diking Dist.), copies of which are attached to this resolution; and

WHEREAS, Master Interlocal Agreements will streamline the administrative process in which reimbursable work is done for the City and Diking Dist.; and

WHEREAS, these Master Interlocal Agreements will be for a period of 5 years, expiring December 31, 2014 and can be terminated by either party upon written notice; and

WHEREAS, it appears to be in the best public interest to authorize the execution of said Interlocal Agreements for Lewis County;

NOW THEREFORE, BE IT RESOLVED that the aforesaid Interlocal Agreements are hereby approved and the Board of County Commissioners is authorized to sign the same.

DONE IN OPEN SESSION this 28th day of September, 2009

APPROVED AS TO FORM:  
L. Michael Golden, Prosecuting Attorney

By: Civil Deputy

ATTEST:

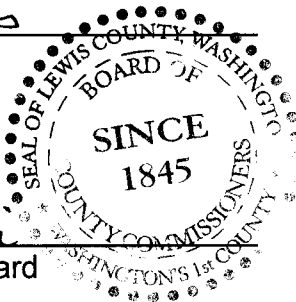
Karri Muir, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

F. Lee Grose, Chairman

Ron Averill, Vice Chairman

P.W. Schulte, Member



## MASTER INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into pursuant to authority of R.C.W. 39.34.080 and in conformance with R.C.W. 43.09.210, this 28 day of Sept, 2009, by and between LEWIS COUNTY, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "County", and the City of Napavine municipal corporation hereinafter referred to as the "Municipality",  
WITNESSETH:

IT IS HEREBY COVENANTED AND AGREED as follows:

1. In the event the Municipality requests that the County perform work of the manner described below and guarantees reimbursement to the County for all work done, the County will upon completion of a fully executed Reimbursable Work Order, provide all necessary labor and material and all work incidental to providing such work in the municipality of Napavine, Washington, or areas in which the Municipality has legal authority to perform the following work:

- A. Provide Surface Material
- B. Snow Plowing
- C. Chipsealing
- D. Asphalt Overlay
- E. Traffic Striping
- F. Asphalt Patching
- G. Grading
- H. Vegetation Control
- I. Guardrail Repair
- J. Traffic Signs

2. Each and every work request shall be made on a fully completed and signed Reimbursable Work Order (sample attached), and according to the following steps:

- a) The Public Works Director of the Municipality requests an estimate for reimbursable work from the County by submitting a reimbursable work order.

- b) A County Senior Engineer or Road Maintenance Area Supervisor will provide estimated cost of the Work.
- c) County Maintenance and Operations Superintendent or Assistant County Engineer verifies the estimate and the availability of resources to perform the work.
- d) The City Council designated position of the Municipality approves expenditure of Municipal funds to complete the work as described, based on the detailed scope of work provided by the County.
- e) The County Engineer approves such Reimbursable Work Orders, up to \$20,000 and with an annual aggregate limit of \$30,000. Reimbursable work in excess of these amounts must be performed under a separate Interlocal Agreement, approved by the Board of County Commissioners.
- f) The Public Works Director of the Municipality will submit the Reimbursable Work order to the Lewis County Fiscal Division for processing upon completion of all work agreed to be performed.

3. The Municipality hereby agrees to reimburse the Public Works Department of the County for all work done, based upon the actual cost of labor, equipment rental, utilities, and materials used, and an administrative fee of 5% or \$100, whichever is greater. The estimated total dollar amount of all work performed by the County for the Municipality under this agreement shall not exceed \$20,000 per agreement, nor an annual aggregate amount of \$30,000.

4. The Municipality certifies and warrants that it has the legal authority to accomplish the work with its own forces at the location specified in the Reimbursable Work Order, but in fact has insufficient personnel/equipment to accomplish said work.

5. It is understood and agreed that the time for and hours of performance of reimbursable work is at the County's discretion and all reimbursable work as provided for hereto shall be accomplished only, and if, such work does not interrupt or interfere with the County's regularly scheduled road maintenance activities.

6. It is understood that the Municipality has total responsibility for having in its name all necessary property rights prior to construction and/or maintenance by the County. Municipality shall be responsible for obtaining any permits necessary for the performance of the reimbursable work.

7. It is understood and agreed between the parties hereto that the Municipality agrees to protect, defend, indemnify and hold harmless the County, its commissioners, agents, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of this Agreement by the County, except insofar as any obligation or responsibility is imposed upon the County by statute. Municipality has negotiated and expressly waives any immunity that may be granted it under the Washington Industrial Insurance Act.

8. Municipality certifies and warrants that Public Works Director designated position has the authority to enter into a reimbursable work order and to bind the Municipality thereby.

9. Municipality hereby confers on the County the authority to perform the categories of work listed in paragraph one within the Municipality's jurisdictional limits for the purposes of carrying out this Agreement. Further, Municipality agrees that when the County provides engineering and administrative services for the Municipality, the County Engineer may exercise all the powers and perform all the duties vested by law or by resolution in the City Engineer or other officer or department charged with road maintenance administration.

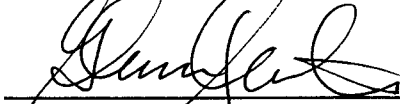
10. The County is a contractor of services only and does not purport to represent the Municipality professionally other than in providing the services requested by the Municipality. As an independent contractor, the county shall control personnel standards of performance, discipline and all other aspects of performance, including that of the dedicated on-site staff. In the event the county uses contract services to perform services for the Municipality, the county shall perform the appropriate supervision and inspection of the contractor's work.

11. This Agreement will expire December 31, 2014, unless otherwise terminated. Either party may terminate this agreement by depositing in the mail a notice of termination addressed to either the Director of the Lewis County Public Works Department or the City Mayor, respectively.

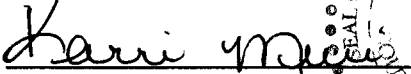
IN WITNESS WHEREOF, the parties hereto have set their hands and seals  
the day and year first above written.

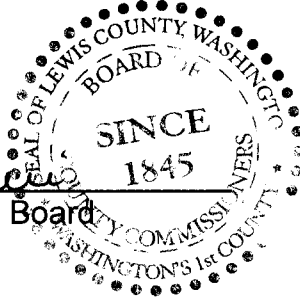
APPROVED AS TO FORM:

L. Michael Golden, Prosecuting Attorney

  
By: Civil Deputy

ATTEST:

  
Karri Muir, Clerk of the Board




BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

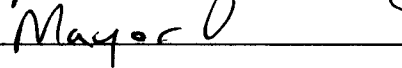
  
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Ron Averill, Vice Chairman

  
P.W. Schulte, Member

CITY OF

By: 

Title: 

## MASTER INTERLOCAL AGREEMENT

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WITNESSETH:

IT IS HEREBY COVENANTED AND AGREED as follows:

1. In the event the Municipality requests that the County perform work of the manner described below and guarantees reimbursement to the County for all work done, the County will upon completion of a fully executed Reimbursable Work Order, provide all necessary labor and material and all work incidental to providing such work in the municipality of <sup>Centralia</sup> Long R. Lewis Co Dike Dist #2 Washington, or areas in which the Municipality has legal authority to perform the following work:

A. Provide Surface Material

B. Snow Plowing

C. Chipsealing

D. Asphalt Overlay

E. Traffic Striping

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G. Grading

H. Vegetation Control

I. Guardrail Repair

J. Traffic Signs

2. Each and every work request shall be made on a fully completed and signed Reimbursable Work Order (sample attached), and according to the following steps:

- a) The <sup>Commissioner</sup> designated position of the Municipality requests an estimate for reimbursable work from the County by submitting a reimbursable work order.

- 7
- b) A County Senior Engineer or Road Maintenance Area Supervisor will provide estimated cost of the Work.
  - c) County Maintenance and Operations Superintendent or Assistant County Engineer verifies the estimate and the availability of resources to perform the work.
  - d) The Commissioner designated position of the Municipality approves expenditure of Municipal funds to complete the work as described, based on the detailed scope of work provided by the County.
  - e) The County Engineer approves such Reimbursable Work Orders, up to \$20,000 and with an annual aggregate limit of \$30,000. Reimbursable work in excess of these amounts must be performed under a separate Interlocal Agreement, approved by the Board of County Commissioners.
  - f) The Commissioner of the Municipality will submit the Reimbursable Work order to the Lewis County Fiscal Division for processing upon completion of all work agreed to be performed.

3. The Municipality hereby agrees to reimburse the Public Works Department of the County for all work done, based upon the actual cost of labor, equipment rental, utilities, and materials used, and an administrative fee of 5% or \$100, whichever is greater. The estimated total dollar amount of all work performed by the County for the Municipality under this agreement shall not exceed \$20,000 per agreement, nor an annual aggregate amount of \$30,000.

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7. It is understood and agreed between the parties hereto that the Municipality agrees to protect, defend, indemnify and hold harmless the County, its commissioners, agents, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of this Agreement by the County, except insofar as any obligation or responsibility is imposed upon the County by statute. Municipality has negotiated and expressly waives any immunity that may be granted it under the Washington industrial Insurance Act.

8. Municipality certifies and warrants that Commissioner's  
designated position has the authority to enter into a reimbursable work order and to bind the Municipality thereby.

9. Municipality hereby confers on the County the authority to perform the categories of work listed in paragraph one within the Municipality's jurisdictional limits for the purposes of carrying out this Agreement. Further, Municipality agrees that when the County provides engineering and administrative services for the Municipality, the County Engineer may exercise all the powers and perform all the duties vested by law or by resolution in the City Engineer or other officer or department charged with road maintenance administration.

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11. This Agreement will expire December 31, 2014, unless otherwise terminated. Either party may terminate this agreement by depositing in the mail a notice of termination addressed to either the Director of the Lewis County Public Works Department or the City Mayor, respectively.



IN WITNESS WHEREOF, the parties hereto have set their hands and seals  
the day and year first above written.

APPROVED AS TO FORM:

L. Michael Golden, Prosecuting Attorney

  
By: Civil Deputy

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

  
F. Lee Grose, Chairman

  
Ron Averill, Vice Chairman

  
P.W. Schulte, Member

ATTEST:

  
Karri Muir, Clerk of the Board

LEWIS COUNTY DIKING DIST #2

  
By:   
Title: Commissioner

